

1 BILL NO. S-87-10-30

2 SPECIAL ORDINANCE NO. S-279-87

3 AN ORDINANCE approving Civil City
4 Purchase Orders #01420 and #01422,
5 by the City of Fort Wayne, Indiana,
6 by and through its Department of
7 Purchasing, with Reinharts Land-
scaping and Maxwell Tree Experts
Company, respectively, for the
Department of Community Development
and Planning.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
9 OF THE CITY OF FORT WAYNE, INDIANA:

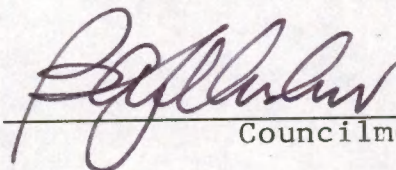
10 SECTION 1. That Civil City Purchase Orders #01420
11 and #01422, between the City of Fort Wayne, Indiana, by and through
12 the Department of Purchasing and the Civil City Purchasing Agent,
13 with Reinharts Landscaping and Maxwell Tree Experts Company,
14 respectively, for the Department of Community Development and
15 Planning, are hereby ratified, and affirmed and approved in all
16 respects, respectfully for:

17 the purchase of the supplies, labor,
18 guarantee, and maintenance of approxi-
19 mately 175 trees to be planted along
20 capital improvement streets in
Neighborhood Strategy Areas. The
costs of the projects are the lowest
of Reference #1305 and #1306;

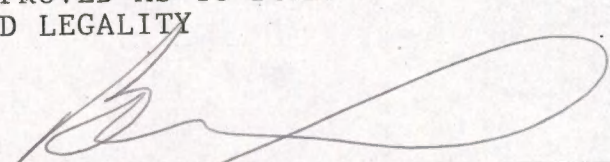
21 involving a total cost of Thirty-Nine Thousand Three Hundred
22 Ninety-Six and 73/100 Dollars (\$39,396.73), (Reinhart's Landscap-
23 ing, \$24,340.00+/-; Maxwell Tree Experts, \$15,056.73+/-).

24 SECTION 2. Prior Approval was requested from Common
25 Council, with respect to these Purchase Orders on October 13,
26 1987. Two copies of said Purchase Orders are on file in the
27 Department of Purchasing and are made available for public inspec-
28 tion, according to law.

29 SECTION 3. That this Ordinance shall be in full force
30 and effect from and after its passage and any and all necessary
31 approval by the Mayor.

32 
Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Eisbart
seconded by Salerno, and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E.

DATE: 10-27-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Eisbart
seconded by Salerno, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	_____	_____	_____	_____
BRADBURY	<u>✓</u>	_____	_____	_____	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
EISBART	<u>✓</u>	_____	_____	_____	_____
GIAQUINTA	<u>✓</u>	_____	_____	_____	_____
HENRY	<u>✓</u>	_____	_____	_____	_____
REDD	<u>✓</u>	_____	_____	_____	_____
SCHMIDT	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 11-10-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-279-87
on the 10th day of November, 1987.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 12th day of November, 1987,
at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of November,
1987, at the hour of 10:00 o'clock A.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

Bid Reference #1305
Opened: October 8, 1987 at 11:00
East Tree Project
CD&P

	Reinharts	Maxwell
Base Bid	17,180.00	18,344.92
Alt A	1640.00	1624.96
Alt B	1610.00	1400.00
Alt C	3910.00	3302.25
Total All	24,340.00	24,672.13

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1305

DATE September 21, 1987

DUE DATE Thursday, October 8, 1987 at 11:00 A.M.

Department receiving bid items Community Development & Planning
Room 800, City County Bldg
Fort Wayne, IN 46802

Bid Bond Required NO YES X AMOUNT 5%

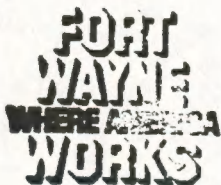
Performance Bond Required NO YES X AMOUNT 100%

Affirmative Action ON FILE ATTACHED
with the City of
Fort Wayne, IN

Prompt payment discounts will be allowed as follows: 2 %
if paid within 10 days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.



Reinhart's Landscaping
Name of Company

by Rich Reinhart Agent
(signature)

Address 116 N. 9th St.

City Decatur IN. 46733

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 24,340.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The services shall be commenced by November 15
(date of award of contract unless otherwise specified) and completed by December 15, 1987.

☒ Liquidated Damages Provision. This clause shall be applicable to this contract only if the box contains a checkmark or an "X".

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before December 15, 1987. The parties agree that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 50.00 per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

Neighborhood Street Tree Program

Supplementary Bid Form

(Refer to specifications for complete item requirements)

Base Bid

Quantity	Item	Unit Price	Unit Totals
23	Sugar Maple 2-2 1/2"	\$ <u>215.00</u>	\$ <u>4945.00</u>
10	Norway Maple 2-2 1/2"	\$ <u>210.00</u>	\$ <u>2100.00</u>
13	Ginko 2-2 1/2"	\$ <u>225.00</u>	\$ <u>2925.00</u>
8	Green Ash 2-2 1/2"	\$ <u>205.00</u>	\$ <u>1640.00</u>
9	White Ash 2-2 1/2"	\$ <u>210.00</u>	\$ <u>1890.00</u>
16	Pin Oak 2-2 1/2"	\$ <u>230.00</u>	\$ <u>3680.00</u>
TOTAL BASE BID			\$ <u>17,180.00</u>

Alternate A

8	Green Ash 2-2 1/2"	\$ <u>205.00</u>	\$ <u>1640.00</u>
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Alternate B

7	Bloodgood London Plane 2-2 1/2"	\$ <u>230.00</u>	\$ <u>1610.00</u>
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Alternate C

17	Pin Oak 2-2 1/2"	\$ <u>230.00</u>	\$ <u>3910.00</u>
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TOTAL BASE BID AND
ALTERNATE A,B,C, \$ 24,340.00

Note: Bid award will be based on total of Base Bid plus selected alternates. Submitted bids may not be withdrawn after the opening of bids for a period of one hundred twenty (120) days without owner's consent.

BID, OFFER OR PROPOSAL on **MATERIAL OR MATERIALS, EQUIPMENT,** **GOODS OR SUPPLIES**

..... FT. WAYNE Indiana OCTOBER 1987

To THE CITY OF FT. WAYNE DEPT. OF PURCHASES

State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of

CITY OF FT. WAYNE DEPT. OF PURCHASING

state name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
2" - 2½"	23		SUGAR MAPLES	215.	4945.
2" - 2½"	10		NORWAY MAPLES	210.	2100.
2" - 2½"	13		GINKGO	225.	2925.
2" - 2½"	8		GREEN ASH.	205.	1640.
2" - 2½"	9		WHITE ASH	210.	1890.
2" - 2½"	16		PIN OAK	230.	3680.
ALT. A. Total					17,180.00
2" - 2½"	8		GREEN ASH	205.	1640.
ALT. B					
2" - 2½"	7		BLOODGOOD LONDON PLANE	230.	1610.
ALT C					
2" - 2½"	17		PIN OAK	230.	3910.
Total BASE BID AND ALT. A, B, C.					23,340.

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(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1305

DATE September 21, 1987

DUE DATE Thursday, October 8, 1987 at 11:00 A.M.

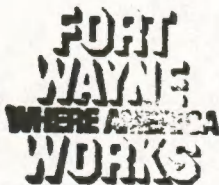
Department receiving bid items Community Development & Planning
Room 800, City County Bldg
Fort Wayne, IN 46802

Bid Bond Required	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	AMOUNT <u>5%</u>
Performance Bond Required	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	AMOUNT <u>100%</u>
Affirmative Action	ON FILE <input checked="" type="checkbox"/>		ATTACHED <input type="checkbox"/>
with the City of Fort Wayne, IN			

Prompt payment discounts will be allowed as follows: _____ %
if paid within _____ days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.



MAXWELL TREE EXPERT CO., INC.

Name of Company

by Robert J. Maxwell Agent
(signature)

Address 7616 Winchester Road

City Ft. Wayne, Indiana 46819

(e) Complete (1) and (2) below if participation goals of 15% MBE and 12% WBE have not been met:

1. My Company cannot meet the participation goals for the following reasons: This is too small of a job and we have our own minority people completing the work.
2. We have taken the following steps in an attempt to comply with these participation goals:

MAXWELL TREE EXPERT CO., INC.
Contractor

MAXWELL TREE EXPERT CO., INC.
Contractor

By *Lester M. Maxwell*
Its *PRESIDENT*

By *Raymond S. Maxwell*
Its *VP*

XX 12. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety company admitted to do business in Indiana, on the bond form provided or approved by the City. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of the time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification.

XX 13. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the City by the Mayor and the Purchasing Agent shall not be binding upon the City unless and until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. If the Common Council fails to approve the contract within ninety days after the date of bid opening, then the contractor shall not be bound to the contract unless he/she/it elects to be so bound.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$24,672.13. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The services shall be commenced by November 1, 1987 (date of award of contract unless otherwise specified) and completed by December 15, 1987. (See attached letter from City of Ft. Wayne)

☒ Liquidated Damages Provision. This clause shall be applicable to this contract only if the box contains a checkmark or an "X".

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before December 15, 1987. The parties agree that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 50.00 per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

Neighborhood Street Tree Program

Supplementary Bid Form

(Refer to specifications for complete item requirements)

<u>Base Bid</u>			
Quantity	Item	Unit Price	Unit Totals
23	Sugar Maple 2-2 1/2"	\$ <u>214.37</u>	\$ <u>4930.51</u>
10	Norway Maple 2-2 1/2"	\$ <u>201.87</u>	\$ <u>2018.70</u>
13	Ginko 2-2 1/2"	\$ <u>356.75</u>	\$ <u>4637.75</u>
8	Green Ash 2-2 1/2"	\$ <u>203.12</u>	\$ <u>1624.96</u>
9	White Ash 2-2 1/2"	\$ <u>225.00</u>	\$ <u>2025.00</u>
16	Pin Oak 2-2 1/2"	\$ <u>194.25</u>	\$ <u>3108.00</u>
TOTAL BASE BID			\$ <u>18,344.92</u>

<u>Alternate A</u>			
8	Green Ash 2-2 1/2"	\$ <u>203.12</u>	\$ <u>1624.96</u>

<u>Alternate B</u>			
7	Bloodgood London Plane 2-2 1/2"	\$ <u>200.00</u>	\$ <u>1400.00</u>

<u>Alternate C</u>			
17	Pin Oak 2-2 1/2"	\$ <u>194.25</u>	\$ <u>3302.25</u>

TOTAL BASE BID AND
ALTERNATE A,B,C, \$ 24,672.13

Note: Bid award will be based on total of Base Bid plus selected alternates. Submitted bids may not be withdrawn after the opening of bids for a period of one hundred twenty (120) days without owner's consent.

Bid Reference #1306
Opened: October 8, 1987 at 11:15
West Tree Project
CD&P

	Maxwell	Reinharts
Base Bid	11,881.73	12,525.00
Alt A	2200.00	2310.00
Alt B	975.00	1150.00
Total	15,056.73	15,985.00

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1306

DATE September 21, 1987

DUE DATE Thursday, October 8, 1987 at 11:15 A.M.

Department receiving bid items Community Development & Planning
Room 800, City County Bldg
Fort Wayne, IN 46802

Bid Bond Required NO YES X AMOUNT 5%

Performance Bond Required NO YES X AMOUNT 100%

Affirmative Action ON FILE ATTACHED
with the City of to this
Fort Wayne, IN document

Prompt payment discounts will be allowed as follows: 2 %
if paid within 10 days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

**FORT
WAYNE
WORKS**

Reinhart's Landscaping
Name of Company

by Ricky G. Reinhart Agent
(signature)

Address 116 N. 9th St.

city Decatur IN.

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 15,985.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The services shall be commenced by NOVEMBER 15 (date of award of contract unless otherwise specified) and completed by December 15, 1987.

☒ Liquidated Damages Provision. This clause shall be applicable to this contract only if the box contains a checkmark or an "X".

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before December 15, 1987. The parties agree that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 50.00 per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

Neighborhood Street Tree Program
Supplementary Bid Form

(Refer to specifications for complete item requirements)

Base Bid

Quantity	Item	Unit Price	Unit Totals
15	Thornless Honeylocust 2-2 1/2"	\$ <u>230.</u>	\$ <u>3450.</u>
29	Sugar Maple 2-2 1/2"	\$ <u>210.00</u>	\$ <u>6090.</u>
11	American Linden 2-2 1/2"	\$ <u>210.</u>	\$ <u>2310.</u>
3	Flowering Crabapple 2-2 1/2"	\$ <u>225.</u>	\$ <u>675.</u>
Total Base Bid		\$	<u>12,525.00</u>

Alternate A

11	American Linden 2-2 1/2"	\$ <u>210.</u>	\$ <u>2310.00</u>
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Alternate B

5	Thornless Honeylocust 2-2 1/2"	\$ <u>230.</u>	\$ <u>1150.00</u>
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Total Base Bid
and

Alternates A&B \$ 15,985.00

Note: Bid award will be based on total of Base Bid plus selected alternates. Submitted bids may not be withdrawn after the opening of bids for a period of one hundred twenty (120) days without owner's consent.

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

City OF Ft. WAYNE Indiana OCTober 7 1987
To The City OF Ft. WAYNE Dept. OF Purchases
State name official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specifications now on file in the office of.....

City OF Ft. WAYNE Dept. OF Purchases.
state name official position and municipality
and as per copy thereof, hereto attached, or as described herein for the following amounts:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality — Description	Unit Price	Amount
2"- 2½"	15		THORNLESS HONEY LOCUST	230.	3450.00
2"- 2½"	29		SUGAR MAPLES	210.	6090.00
2"- 2½"	11		AMERICAN LINDEN	210.	2310.00
2"- 2½"	3		FLOWERING CRABAPPLE	225.	675.00
TOTAL BASE BID					12,525.00
ALT. A.					
2"- 2½"	11		AMERICAN LINDEN	210.	2310.00
ALT. B.					
2"- 2½"	5		THORNLESS HONEY LOCUST	230.	1150.00
TOTAL BASE BID AND ALT. A+B					15,985.00

2.
(Front Page)

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASING
ONE MAIN STREET - ROOM 350
FORT WAYNE, INDIANA 46802

BID REFERENCE # 1306

DATE September 21, 1987

DUE DATE Thursday, October 8, 1987 at 11:15 A.M.

Department receiving bid items Community Development & Planning
Room 800, City County Bldg
Fort Wayne, IN 46802

Bid Bond Required NO YES X AMOUNT 5%

Performance Bond Required NO YES X AMOUNT 100%

Affirmative Action - ON FILE X ATTACHED
with the City of to this
Fort Wayne, IN document

Prompt payment discounts will be allowed as follows: %
if paid within days.

The City of Fort Wayne is exempt from Federal excise and Indiana State Sale Tax. The City's Indiana Sales Tax Exemption Certificate number is 356-001-255 0013, prices should not include these taxes.

The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of his/her bid for a period of ninety (90) days.

**FORT
WAYNE
WESTERN
WORKS**

MAXWELL TREE EXPERT CO., INC.
Name of Company

by Lester R. Maxwell Agent
(signature)

Address 7616 Winchester Road

City Ft. Wayne, Indiana 46819

SCHEDULE

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the projects.

All work will be performed in accordance with: the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE \$ 15,056.73. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The services shall be commenced by November 1, 1987
(date of award of contract unless otherwise specified) and completed by December 15, 1987.

☒ Liquidated Damages Provision. This clause shall be applicable to this contract only if the box contains a checkmark or an "X".

It is hereby agreed by and between the City of Fort Wayne and contractor that time is of essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before December 15, 1987. The parties agree that it is a business and governmental necessity that the project be completed by this date. The parties agree that in the event the project is not completed by this date that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 50.00 per day as a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in the liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

Neighborhood Street Tree Program
Supplementary Bid Form

(Refer to specifications for complete item requirements)

Base Bid

Quantity	Item	Unit Price	Unit Totals
15	Thornless Honeylocust 2-2 1/2"	\$ <u>195.00</u>	\$ <u>2925.00</u>
29	Sugar Maple 2-2 1/2"	\$ <u>214.37</u>	\$ <u>6216.73</u>
11	American Linden 2-2 1/2"	\$ <u>200.00</u>	\$ <u>2200.00</u>
3	Flowering Crabapple 2-2 1/2"	\$ <u>180.00</u>	\$ <u>540.00</u>
		Total Base Bid	\$ <u>11,881.73</u>

Alternate A

11	American Linden 2-2 1/2"	\$ <u>200.00</u>	\$ <u>2200.00</u>
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Alternate B

5	Thornless Honeylocust 2-2 1/2"	\$ <u>195.00</u>	\$ <u>975.00</u>
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Total Base Bid
and
Alternates A&B \$ 15,056.73

Note: Bid award will be based on total of Base Bid plus selected alternates. Submitted bids may not be withdrawn after the opening of bids for a period of one hundred twenty (120) days without owner's consent.

DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE:

S-87-1030

An ordinance approving Civil City Purchase orders #01500, and #01422 with respect to the purchase of the supplies, labor, guarantee, and maintenance of approximately 175 trees to be planted along capital improvement streets in Neighborhood Straegy Areas. The costs of the projects are the lowest of Reference #1305 and #1306 through the Community Development and Planning Department.

"Prior Approval" was requested on October 13, 1987.

EFFECT OF PASSAGE:

Neighborhood Straegy Areas will benefit from the planting of the trees along the Capital Improvement Streets in and around: Spy Run, Oxford, Hanna-Creighton, Pontiac Place, as well as Michigan Avenue, Hoagland-Masterson, and Fairfield.

EFFECT OF NON-PASSAGE:

Capital improvements will not be completed as planned in residential neighborhoods where the City has made previous commitments.

MONEY INVOLVED (direct costs, expenditures, savings):

Reinhart's Landscaping	\$24,340.00+/-
Maxwell Tree Expert	\$15,056.73+/-

ASSIGNED TO COMMITTEE (President):

BILL NO. S-87-10-30

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS
REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Civil City

Purchase Orders #01420 and #01422, by the City of Fort Wayne,
Indiana, by and through its Department of Purchasing, with
Reinharts Landscaping and Maxwell Tree Experts Company,
respectively, for the Department of Community Development
and Planning

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION) ~~(RESOLUTION)~~

YES

NO

BEN A. EISBART
CHAIRMAN

JAMES S. STIER
VICE CHAIRMAN

CHARLES B. REDD

DONALD J. SCHMIDT

SAMUEL J. TALARICO

CONCURRED IN 11-10-87

SANDRA E. KENNEDY
CITY CLERK